

## TERMS OF SERVICE

By accessing, using and/or subscribing to our Services, Portal, and/or Applications, you understand and agree to be bound by the terms and conditions of these Terms of Service (hereinafter referred to as the 'Terms'). If you do not agree to these Terms, you are not authorized to use our Services, Portal, and/or Applications as defined herein below. By accepting these Terms, you represent that you have the capacity to enter into or, if you are acting on behalf of an entity, that you have the authority to bind such entity to, a legally binding contract, and you agree that these Terms legally bind you or the entity on behalf of which you purport to act, in the same manner as a signed, written, paper contract.

The use of the Services, Portal and/or Applications by the user is solely governed by these Terms read with the Privacy Policy (hereinafter referred to as the 'Policy') and any modifications or amendments made thereto by the Company from time to time, at its sole discretion. Accessing the Services, Portal, and/or Applications and/or using any of the information or Services provided therein shall be deemed to signify the user's unequivocal acceptance of these Terms and the Privacy Policy, and the user expressly agrees to be bound by the same, regardless of however the user or anyone on the user's behalf has accessed, installed, downloaded or used the Services/ Portal and/or Applications.

The user expressly agrees and acknowledges that the Terms and Policy are co-terminus, and that expiry / termination of either one will lead to the termination of the other. In the event that the user or anyone acting on the user's behalf does not wish to be bound by the Terms and the Policy, the user (or the legal person/entity acting on the user's behalf) unequivocally agrees to refrain from accessing, using or retaining the Services and/or Portal and/or Applications on any device in any manner whatsoever. The user agrees that anything done or caused to be done by the user or anyone acting on the user's behalf, whether expressly or impliedly in contravention with the Terms or Policy, will render the user liable for legal and punitive action.

These Terms constitute an agreement between the 'subscriber', 'user', or 'client' (hereinafter referred to as 'you') and Kristal Advisors Pvt Ltd. (hereinafter referred to as 'Kristal'/'the Company') and other members of the Group as defined herein below, and set forth the terms and conditions that apply to your access and use of our Services, Portal, and Applications, as defined herein below. Kindly read these Terms (including our Privacy Policy) carefully before agreeing to the same. The user and Kristal shall be collectively referred to as 'the Parties' for ease of reference.

Kristal is a private limited company incorporated under the laws of The Companies Act 2013 , whose business office is at R-730, 1st Floor, New Rajinder Nagar, New Delhi- 110 060. The Company may be contacted at [compliance@kristal.ai](mailto:compliance@kristal.ai) for any questions related to these Terms.

The headings of each section in these Terms are only for the purpose of organizing the various provisions under these Terms in an orderly manner, and shall not be used by either Party to interpret the provisions contained herein in any manner. Further, it is specifically agreed to by the Parties that the headings shall have no legal or contractual value.

### Definitions

"Agreements" means the additional agreements and related documents required from you in case you opt for our Advisory and Managed Account services.

“Application”, whether singular or plural, refers to any of our HTML-based computer programs, smart phone, tablet or personal computer applications and all other software programs made available by us.

“Confidential Information” means all information exchanged between the Parties including personal data in connection with the Services, whether in writing, electronically or verbally, but does not include information of or relating to a Party which is, or becomes, publicly available other than through unauthorized disclosure by the other Party. Confidential Information will also include information submitted to the receiving Party by a third party under an instruction from, and under a confidential obligation with the disclosing Party.

“Content” means (1) any information, data, text, software, code, scripts, music, sound, photos, graphics, videos, messages, tags, interactive features, or other materials that you post, upload, share, submit, or otherwise provide in any manner to the Portal and (2) any other materials, content, or data you provide through any channel to the Group.

“Core Data” means statistical collective data amongst users produced by Group as part of the Services.

"Group" includes Kristal (using whatever trading names as it considers appropriate for its business and marketing purposes) and any company which may from time to time be established and which may fall under the majority ownership and control of the officers of Kristal including its parent or holding company and any subsidiary and any company which has a strategic or operational partnership agreement with the Company. Group shall include without limitation to the following: O2O Technologies Pte Ltd (a limited liability company registered in Singapore with registered number 201601167H, having its registered office at 79 Ayer Rajah Crescent #03-01 Singapore 139955 and being the operator of the Portal), O2O Software Services Private Ltd, Kristal Advisors (HK) Limited, Kristal Advisors Pte Ltd.

“Intellectual Property” means the technology and contents of the Service, including, but not limited to, the “look and feel” (such as text, graphics, images, illustrations, logos, button icons) of our Portal, Applications and all other material, Core Data, photographs, videos, tutorials, editorial content, notices, software and other content, that are the property of the Group (and/or its licensors), which is protected by copyright, trademark, patent and other intellectual property laws in India and in all other applicable jurisdictions.

"IP Rights" means the rights relating to all forms of intellectual property, including copyright and trademarks, in the content and all Services available on or through our Portal and Applications

“misuse” or “abuse” means content that is inconsistent with the spirit of these Terms, even if it is something that is not expressly or impliedly forbidden by the letter of these Terms. In other words, if you do something that is not prohibited here verbatim, but is not expressly allowed or provided for by the Terms, Kristal is wholly entitled to use its discretion to remove the said content from the Portal and from all other appropriate places.

“Party” refers individually to each of you and the Group.

“Parties” refer to both you and the Group collectively, as mentioned hereinabove.

"Personal Data" means data, whether true or not, about you that is sufficient to enable us to identify you, either when considered in isolation or together with other information that we have or are likely to

have access to. For the avoidance of doubt, Personal Data includes (without limitation) Personal Identification Information and Personal Financial Data.

“Personal Identification Information” means your name, address, identification number, phone number, and/or other information by which you may be personally identified.

“Personal Financial Data” means the financial account statements and other financial data that you provide to us or authorize us to have access in order to deliver the Services to which you have subscribed.

“Portal” means [www.kristal.ai](http://www.kristal.ai) or such website or any other mobile application powered by O2O Technologies Pte Ltd to provide Services (as defined hereinbelow), but does not include any website or mobile application owned or operated by a third party that may be accessed from any page on [www.kristal.ai](http://www.kristal.ai) or mobile application powered by O2O Technologies Pte Ltd.

“Services” means the account aggregation, portfolio visualization, analytics and reporting services and other services made available by the Group.

“Subscriber”, “user” or “client” capitalized or otherwise, means the person who accesses, uses or subscribes to the Service, and, if authorized and applicable, the entity on whose behalf any person accesses, uses or subscribes to the Services, who is competent to enter into binding contracts, as per the provisions of any relevant law in force, in the applicable jurisdiction.

“Subscription” means the legally binding arrangement and agreement between you and us in accordance with which we provide you the Services.

“Subscription Fee” means the monthly or annual fee (excluding any taxes and duties) and all ad-hoc fees payable by you to us in accordance with your Subscription.

“Terms” means the Terms of Service, the Acceptable Use Policy in Appendix-1 and our Privacy Policy which addresses how we handle and protect your data and information as set out in our Portal.

“We” refers to Kristal and other members of the Group and related phrases “us” and “our” should be understood accordingly.

“You” means the subscriber, user or customer. “Your”, capitalized or otherwise, has a corresponding meaning.

## **1. Description of the Service**

The Portal is a financial account aggregation and portfolio visualization, analytics and reporting service. It aggregates financial account and other information that you provide us, or otherwise authorize us to have access to, process the information into an aggregated portfolio and report it on a user only restricted access area on our Portal and/or Applications. It also enables the subscribers, users and clients to discover their financial objectives, define goals, get advice using machine learning technology, invest seamlessly in a broad set of investments and manage their portfolios online (via web portal and mobile apps). We also deliver online investment advisory and asset management solutions using machine

learning, trade replication and API integration subject to Agreements. The scope of these Terms covers not only the above-mentioned Service, but also any other service(s) that may be provided by the Group at any time through the Portal and/or Applications.

## **2. ACCEPTANCE OF TERMS**

- a) These Terms form an electronic contract that establishes legally binding terms that the user must accept to use the Services provided by the Group, through the Portal and/or Applications. These Terms include by reference the Company's Policy, and any other terms disclosed and agreed to by the user in the event the user purchases or accepts additional features, products or services in addition to the Services, including but not limited to terms governing features, billing, free trials, discounts, promotions, etc.
- b) In so far as the user complies with these Terms, he/she is granted a personal, non-exclusive, non-transferable, revocable, limited privilege to access and use the Services, Portal and/or Applications.

## **3. Registration and Subscription Fee**

- 2.1. The Services are paid services and a Subscription Fee based on your usage of the Services (as detailed in Appendix 2) is charged, which is payable, in advance, either on a monthly or an annual basis.
- 2.2. Prospective customers can register and make payments on our Portal to subscribe to the Services.
- 2.3. You authorize us to store and continue billing your Subscription Fee to your preferred method of payment, such as credit card, unless you otherwise notify us of any change to such preferred payment method.
- 2.4. In addition to the Subscription Fee, you are responsible for payment of all taxes and all other ad-hoc fees that you may incur and we may invoice you from time to time. You will regularly receive a copy of your invoice at your email address registered with the Services.

## **4. Term & Termination**

### **3.1. Term**

These Terms will remain in effect until you cancel or we terminate your Subscription. At the end of each Subscription Fee billing cycle, the Subscription will automatically continue for another period of the same duration as the previous Subscription period (i.e. either monthly or annually), provided you continue to pay the Subscription Fee when due.

### **3.2. Trial Period**

When you first register for the Services, we may provide you a trial period, with no obligation to continue the use of the Services. If you choose not to continue using the Services, you must notify us as per Clause 10.7, seven (7) days prior to expiry of your trial period. If you do not provide us with such notification, you will be deemed to have accepted the Services and will be billed accordingly upon expiry of your trial period.

### **3.3. Termination at your will**

You may cancel your Subscription by sending us a notice as per Clause 13.6.

Please note that we do not offer any refund for any remaining period of your Subscription, if any, upon cancellation and that cancellation is valid with immediate effect subject to payment of pending dues, if any.

#### 3.4. Termination for Breach

We may forthwith suspend or terminate, at our sole discretion, your Subscription and your use of the Service, Portal, and/or Applications, if you:

- a) breach any of the terms of these Terms and such breach, where rectifiable, remains unrectified for 14 days or more after the breach;
- b) breach any of the terms of these Terms and such breach is not capable of being remedied;
- c) use the Service in a manner that may expose us to legal liability, disrupt the Services and/or disrupt other users' use of the Services; or
- d) discontinue access to the Service for a period of 30 calendar days.

Notwithstanding any other provision of the Terms, we reserve the right to suspend or discontinue the Services, either temporarily or permanently and either wholly or in part, for maintenance purposes or otherwise, without prior notice, at our sole discretion.

Provisions in these Terms and the Privacy Policy that are by their nature intended to survive the cancellation of your Subscription (including, without limitation, disclaimers, indemnities, and limitations of liability) will continue to apply to you with full force and effect from the date of termination.

#### 3.5. Modification of Terms

We may revise the terms of these Terms from time to time and the most current version will be posted on the Portal. If a revision, in our sole discretion, is material, we will notify you by e-mail or through any other means of communication. Other revisions may be updated only on the Portal and you are responsible for checking such postings regularly. By continuing to access or use the Services after revisions become effective, you agree to be bound by the revised terms. If you do not agree to the revised terms, you may cancel your Subscription by sending us a notice as per Clause 13.6

#### 3.6. Revision of Subscription Fee

We reserve the right to revise the Subscription Fee from time to time. We will give you a 60 days' notice prior to the revised Subscription Fee coming into effect. If you do not agree to the revised Subscription Fee, you may cancel your subscription by sending us a notice as per Clause 13.6, failing which you will be deemed to have agreed to the revised Subscription Fee.

## 5. Your Obligations

### 5.1. Service Access

You must:

- i. ensure that your username and password required to access the Services are kept secure and confidential at all times and agree to make every reasonable effort to prevent unauthorized third parties from accessing the Services using your username and password. In the event of any unauthorized use of your username and password or any other security

breach, you must immediately send us a notice as per Clause 13.6 and take all other actions necessary or as required by us to maintain the security of the Services;

- ii. not attempt to undermine the security or integrity of our computing systems or networks where the Services are hosted, or take or permit any action which may impair the functionality of the Services or the Portal;
- iii. not attempt to copy, reproduce, reverse engineer or decompile any computer program, design, functionality and any other component of the Services and/or Applications;
- iv. not attempt to gain unauthorized access to any materials other than those contained in your 'user only' area or to which you are otherwise expressly permitted to access;
- v. not transmit or upload into the Services and/or Portal any files containing malicious computer codes or any software that may damage our computing systems or networks or any other person's computing device or any content that may be offensive or any material or data in violation of any law; and
- vi. warrant at all times that any information or data provided by you to us in connection with these Terms is your own, is true and correct, does not infringe any rights, including intellectual property rights or confidentiality rights, of any person and that you are fully entitled to furnish such information or data to us for purposes of these Terms and, for so long as your Subscription remains in force.
- vii. agree that a basic prerequisite for use of the Services is easy access to the internet and internet browsing facilities supported by the Services and/or Portal and/or Applications, as well as a working phone number by which you are accessible. All expenses in relation to the same are to be borne entirely by you, and you further agree that the Company and the Group shall not be liable for any shortcomings/deficiencies/interruptions/mistakes/downtime of any nature in the services provided for by the internet/telecom service provider(s).

## 5.2. Usage Limitations

You may only use the Services in accordance with and within the limitations of your Subscription. You must only use the Services strictly for your or, if you are using our Service for and on behalf of an organization, your organization's own lawful purposes. You may not purport to license, sell, lease, outsource or otherwise share or permit the use of the Services to or with any third party, whether or not such actions are undertaken for financial gain. Usage beyond this limitation will result in suspension or cancellation of your Subscription and you may also be liable for payment of any costs, losses and/or damages that may be suffered by us as a result. In the event of any contravention of these Terms or Policy by any user, the Company reserves our right to initiate appropriate legal action against the concerned user.

## 5.3. Timely Payment of Subscription Fee

You are responsible to ensure the timely payment of your Subscription Fee. If you are using our credit card payment facility that allows you to make automatic recurring payment, please check

the expiry date of your registered credit card from time to time to avoid any payment failures. Failure to pay the Subscription Fee will result in suspension or cancellation of your Subscription.

## **6. Ownership and Rights**

### **6.1. Data Usage & Retention**

- i. The Personal Financial Data that you provide to us or otherwise authorize us to have access to is your property.
- ii. By using our Services, making an application or visiting the Portal, you grant us a license to collect, use, copy, transmit, store and back-up your Confidential Information for purposes of the Services and/or for any other purpose(s) as contemplated by these Terms (including our Privacy Policy).
- iii. You acknowledge that, for your privacy, security and other operational reasons, your data in the original form received by us may be deleted without being backed-up by us after such data has been processed for purposes of the Services.
- iv. If you decide to stop the Services or terminate your Subscription, or after cessation of the subject matter to which such data relates, we will delete your Personal Financial Data, both in its original form (if it has not been deleted yet) and in its processed form as it appears on the Portal dashboard, within a reasonable time. Kindly note that (a) there may be some latency in removing this information from our servers and back-up storage; and (b) we may retain your data and information, and in certain cases, may disclose the same to third parties if necessary to comply with applicable laws and legal obligations, resolve disputes, enforce these Terms and protect our intellectual property rights.

### **6.2. Intellectual Property**

- i. As part of the Services, we grant you a non-exclusive, limited, royalty-free, revocable license, during the term of your Subscription, to use our Portal and Applications to facilitate your personal, non-commercial use of the Services. Any rights relating to our Portal and Applications that we do not expressly grant to you in writing are expressly reserved, and your access to and use of our Portal and Applications does not grant you an express or implied licence in respect of any of the IP Rights that are owned by, licensed to, or controlled by us and our licensees. To the extent required in order for us to operate this Portal and the Applications and provide you with the Services, you grant to us a non-exclusive, world-wide, royalty-free, transferrable, irrevocable licence and right to host, publicly display, transmit, distribute, or use (that includes the right to copy, reproduce, and/or publish) the materials you upload onto this Portal and the Applications.
- ii. You acknowledge and agree that you shall not copy, modify, transmit, create any derivative works from, make use of, or reproduce in any way any copyrighted material, trademarks, trade names, service marks, or other intellectual property or proprietary information accessible through the Services and/or Portal and/or Application, without first obtaining the prior written consent of the Company

- iii. Any distribution, reprint or electronic reproduction of any content from the Services, in whole or in part, is strictly prohibited without our prior written consent.

## **7. Indemnity**

You agree and undertake to fully indemnify and hold us harmless from and against any and all costs or losses howsoever arising from all claims, allegations, actions, proceedings, demands, or costs brought by a third party against us for wrongdoing, including wilful misconduct and gross negligence, by us or any of our employees, representatives, affiliates or agents arising as a result of any breach or non-performance of any of our undertakings or obligations under these Terms. You will also be liable to us for any cost, expense, loss or any damage incurred by us (including but not limited to professional advisors' fees) arising from your breach of these Terms, negligence, wilful default or fraud.

You also agree to fully indemnify and hold us, as well as all or any of our affiliates, employees, successors, licensees, and assigns, harmless from and against all claims, costs, expenses, damages, liabilities, actions, losses, or demands that we may sustain or incur, directly or indirectly, as a result of your: (i) breach of the Terms; (ii) use of the Services; (iii) access to, use, or misuse of the content on, or any Service(s) offered through, our Portal and Applications; or (iv) misconduct in any manner, including negligence and fraud, in connection with your access to or use of our Portal and Applications or any of the Services. We will notify you of any such claim or proceeding and assist you, at your expense, in defending the same. We reserve the right to assume, at your expense, the exclusive control and defence of any matter that is or may be subject to indemnification under this section. Should we exercise this right, you nevertheless agree to cooperate with any reasonable requests we make of you to assist with our defence of such matter.

## **8. Services “As Is”**

Our Services are provided to you on an “as is” basis and, to the fullest extent permissible by law, we make no express or implied warranty as to the accuracy, timeliness, availability or uninterrupted use of the Services. You hereby acknowledge that your use of the Services is at your sole risk.

Whilst we will use reasonable commercial efforts to ensure that all your submitted Personal Data (particularly your Personal Financial Data) is accurately captured, extracted and/or entered into our system, we do not warrant that this process or that any reports and/or analysis generated by the Portal will be 100% error free. You are responsible for reviewing and verifying all such reports and/or analysis and promptly informing us of any errors noted as per clause 13.6. Subject to that, we will take steps to investigate and rectify any confirmed errors, as soon as reasonably practicable, following receipt of your notification.

## **9. Limitation of Liability**

(a) To the maximum extent permitted by law, we will not be liable to you for any loss (including loss of information, data, revenues, profits or savings) or damage resulting, directly or indirectly, from any use of, or reliance on the Services. You assume full responsibility for results obtained from the use of the Services and the conclusions drawn from such use.

(b) Without limiting clause 8(a), if you suffer loss or damage as a result of our gross negligence or wilful failure to comply with our obligations under these Terms, any claim by you against us will in any event be limited to the aggregate Subscription Fees paid by you to us over the 3 months' period preceding the date the claim first accrued or, if less than 3 months has elapsed, the pro-rated amount of the aggregate Subscription Fees paid.



(c) The Parties expressly agree that in the event of any statute, rule, regulation or amendment coming into force that would result in the Company/Website/Application incurring any form of liability whatsoever, these Terms and the Policy will stand terminated one (1) day before the coming into effect of such statute, rule, regulation or amendment.

## **10. Modifications to Service**

The Company reserves the right at any time to modify or discontinue, temporarily or permanently, the Portal, Applications or Services (or any part thereof) with or without notice. The user agrees and acknowledges that the Company shall not be liable to the user or to any third party for any modification, suspension or discontinuance of the Services and/or Portal and/or Applications. To protect the integrity of the Service, the Company reserves the right to block users from certain IP addresses from accessing the Services and/or Portals and/or Applications, at any time and in its sole discretion.

## **11. Third Party Websites, Content, Products and/or Services**

The Services may enable you to link to the websites and to access the content, products and/or services of third parties, including users, advertisers, affiliates and sponsors of such third parties. The User is aware that all such third party content is the responsibility of the respective authors thereof, and the Company does not make any warranties or guarantees with respect to the same. The User is further aware that the Company does not: (i) guarantee the accuracy, completeness, or usefulness of any third party content provided through the Service, or (ii) adopt, endorse or accept responsibility for the accuracy or reliability of any opinion, advice, or statement made by any party that appears in the Service. The User agrees and acknowledges that under no circumstances will the Company or its affiliates be responsible or liable for any loss or damage resulting from the user reliance on information or other Content posted in the Service, or transmitted to or by any users.

## **12. Dispute resolution and jurisdiction**

It is expressly agreed to by the Parties hereto that the formation, interpretation and performance of the Terms and any disputes arising here from will be resolved through a two-step Alternate Dispute Resolution (“ADR”) mechanism.

- a) Mediation: In case of any dispute between the parties, the Parties will attempt to resolve the same amicably amongst themselves, to the mutual satisfaction of both Parties. In the event that the Parties are unable to reach such an amicable solution within thirty (30) days of one Party communicating the existence of a dispute to the other Party, the dispute will be resolved by arbitration, as detailed herein below;
- b) Arbitration. In the event that the Parties are unable to amicably resolve a dispute by mediation, said dispute will be referred to arbitration by a sole arbitrator to be appointed by the Company, and the award passed by such sole arbitrator will be valid and binding on both Parties. The Parties shall bear their own costs for the proceedings, although the sole arbitrator may, in his/her sole discretion, direct either Party to bear the entire cost of the proceedings. The arbitration shall be conducted in English, and the seat of Arbitration shall be Karnataka.

The Parties expressly agree that the Terms, Policy and any other agreements entered into between the Parties are governed by the laws, rules and regulations of India, and that the

Courts at Bangalore, in the state of Karnataka shall have exclusive jurisdiction over any disputes arising between the Parties.

### **13. General**

#### **13.1. Entire agreement**

These Terms, your Subscription Agreements (if any) and any other notices or instructions given to you under these Terms, supersede and replace all prior agreements, representations (whether oral or written) and understandings, and constitute the entire agreement between you and us relating to the Services and the use of our Portal and Applications. If any provision of these Terms or the Policy is held invalid by any court or governmental authority of requisite jurisdiction, the remainder of these Terms shall continue in full force and effect and the Parties shall attempt to give full effect to their original intention.

#### **13.2. Waiver**

No waiver of any claim, right or entitlement will be effective unless made in writing. If either Party waives any breach of these Terms, this will not constitute a waiver of any other or continuing breach.

#### **13.3. Delays**

Neither Party will be liable for any delay or failure in performance of its obligations under these Terms if the delay or failure is due to any cause outside its reasonable control. This clause does not apply to any obligation to pay money. If the event leading to such delay continues for more than 1 month, either Party will be entitled to terminate these Terms, upon written notice to the other, whereupon these Terms shall forthwith terminate with no further claims on the part of either Party but without prejudice to any previously accrued claims.

#### **13.4. No Assignment nor Transfer**

You may not assign or transfer any rights under these Terms to any other person without our prior written consent.

Subject to that, these Terms shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

#### **13.5. Severability**

If any part or provision of these Terms is invalid, unenforceable or in conflict with Indian law, that part or provision shall be deemed replaced with a provision which, as far as possible, accomplishes the original purpose of that part or provision or if such replacement is not practicable, that part or provision shall be deemed deleted, in either case without affecting the legality and binding nature of the remainder of these Terms.

#### **13.6. Notices**

Any notice given under these Terms by either Party to the other must be in writing, by email, or by electronic communication via the Portal and will be deemed to have been given on transmission, unless the recipient can satisfactorily establish that the email or electronic communication was not received by the recipient's email or web server. Notices

to us must be sent by email to [compliance@kristal.ai](mailto:compliance@kristal.ai) or to any other email address notified by email to you by us, or by electronic communication via the Portal from time to time for such purpose. Notices to you will be sent to the email address which you provided when registering for setting up your access to the Service (or to such updated email address as may be notified to us from time to time) or by electronic communication via the Portal.

13.7. Rights of Third Parties

A person who is not a party to these Terms has no right to benefit under or entitlement to enforce any term of these Terms.

13.8. Relationship of Parties

You acknowledge and agree that we are merely a service provider in connection with the Services and that nothing in these Terms shall cause or constitute the Parties to be partners, agents or fiduciaries of, or joint ventures with, each other.

*Last updated on 3 January 2018*

## APPENDIX-1

### Acceptable Use Policy

At our Group, our mission is to help you understand and grow your personal investments effectively and as effortlessly as possible.

To ensure success in our mission to help you, we need to keep our products and services running smoothly, quickly, and without distraction. For this to happen, we need help from you, our users. We need you not to misuse or abuse our products and services. Here's what we will not allow:

#### 1. Disruption

- 1.1. Compromising the integrity of our systems. This could include probing, scanning, or testing the vulnerability of any system or network that hosts our services.
- 1.2. Tampering with, reverse-engineering, or hacking our services, circumventing any security or authentication measures, or attempting to gain unauthorized access to the services, related systems, networks, or data.
- 1.3. Modifying, disabling, or compromising the integrity or performance of the services or related systems, network or data.
- 1.4. Deciphering any transmissions to or from the servers running the services.
- 1.5. Overwhelming or attempting to overwhelm our infrastructure by imposing an unreasonably large load on our systems that consume extraordinary resources (CPUs, memory, disk space, bandwidth, etc.), such as:
  - a) using "robots," "spiders," "offline readers," or other automated systems to send more request messages to our servers than a human could reasonably send in the same period of time by using a normal browser;
  - b) going far beyond the use parameters for any given service as described in its corresponding documentation; and
  - c) consuming an unreasonable amount of storage in a way that is unrelated to the purposes for which the services were designed.

#### 2. Wrongful activities

- 2.1. Misrepresentation of yourself, or disguising the origin of any content (including by "spoofing", "phishing", manipulating headers or other identifiers, impersonating anyone else, or falsely implying any sponsorship or association with Kristal, any other member of the Group or any third party).

- 2.2. Using the Services to violate the privacy of others, including publishing or posting other people's private and confidential information without their express permission, or collecting or gathering other people's personal information (including account names or information) from our services.
- 2.3. Using our services to stalk, harass, or post direct, specific threats of violence against others.
- 2.4. Using our services for any illegal purpose, or in violation of any laws (including without limitation data, privacy, and export control laws).
- 2.5. Accessing or searching any part of the services by any means other than our publicly supported interfaces (for example, "scraping").
- 2.6. Using meta tags or any other "hidden text" including our or our suppliers' product names or trademarks or any inappropriate communications.
- 2.7. Using the services to generate or send unsolicited communications, advertising, chain letters, or spam.
- 2.8. Soliciting our users for commercial purposes, unless expressly permitted by us.
- 2.9. Disparaging Kristal, any other member of the Group or our partners, vendors, or affiliates.
- 2.10. Promoting or advertising products or services without appropriate authorization.
- 2.11. Posting, uploading, sharing, submitting, or otherwise providing content that:
  - a) infringes our or a third party's intellectual property or other rights, including any copyright, trademark, patent, trade secret, moral rights, privacy rights of publicity, or any other intellectual property right or proprietary or contractual right;
  - b) is deceptive, fraudulent, illegal, obscene, defamatory, libelous, threatening, harmful to minors, pornographic (including child pornography, which we will remove and report to the relevant law enforcement agency(ies)), indecent, harassing, hateful;
  - c) encourages illegal or tortious conduct or that is otherwise inappropriate;
  - d) attacks others based on their race, ethnicity, national origin, religion, sex, gender, sexual orientation, disability, or medical condition;
  - e) contains viruses, bots, worms, scripting exploits, or other similar materials;
  - f) is intended to be inflammatory; or
  - g) could otherwise cause damage to us or any third party.

Without affecting any other remedies available to us, we may permanently or temporarily terminate or suspend a user's account or access to the Services without notice or liability if we (in our sole discretion) determine that a user has violated this Acceptable Use Policy.

## **APPENDIX-2**

### **Subscription Fee**

The Subscription Fees may be paid Monthly or Annually and are as follows:

For all Services:

- a) Paid Monthly is currently set at NIL.
- b) Paid Annually is currently set at NIL.